

**CONTRACTUAL AGREEMENT BETWEEN**  
**THE GREENWICH TOWNSHIP BOARD OF**  
**EDUCATION**

**AND**

**THE GREENWICH TOWNSHIP EDUCATION**  
**ASSOCIATION**

**JULY 1, 2013 TO JUNE 30, 2016**

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## **GREENWICH TOWNSHIP BOARD OF EDUCATION**

**Ms. Roseanne Lombardo, President**

**Ms. Lisa Morina, Vice President**

**Mr. Andrew Chapkowski, Member**

**Mr. Louis Fabiani, Member**

**Mr. Kenneth Ridinger, Member**

**Ms. Jill Trainor, Member**

**Ms. Susan Vernacchio, Member**

## **ADMINISTRATIVE STAFF**

**Mr. Stephen Derkoski, Interim Superintendent**

**Ms. Alisa Whitcraft, Principal, Nehaunsey Middle School**

**Ms. Jacquelyn Traini, Principal, Broad Street School**

**Mr. Scott Campbell, Business Administrator/Board Secretary**

**Mr. Robert Harris, Supervisor, Special Services**

## **BOARD SOLICITOR**

**Mr. John Armano, Esquire**

## **NEGOTIATIONS COMMITTEE**

**Ms. Sue Vernacchio, Ms. Lisa Morina, Ms. Jill Trainor**

## **GREENWICH TOWNSHIP EDUCATION ASSOCIATION**

**Mr. Michael Beukers, Co-President**

**Mr. Joshua Bomze, Co-President**

**Ms. Jennifer Ellick, Vice President**

**Ms. Maureen Jenzano, Secretary**

**Ms. Suzanne Pezzino, Treasurer**

## **NEGOTIATIONS COMMITTEE**

**Ms. Patricia New, Chairperson**

**Mr. Michael Beukers**

**Ms. Paula Carrozzino**

**Ms. Teresa A. DiSanto**

**Ms. Suzanne Pezzino**

**Ms. Lisa Villacorta**

## **ARTICLE I - PREAMBLE**

This Agreement entered into by and between the Greenwich Township Board of Education, hereinafter called the "Board," the Greenwich Township Education Association, hereinafter called the "Association," represents and incorporates the complete and final understandings of all topics that were or could have been the subject of negotiations. The parties are bound only by the expressed language of this Agreement.

## **ARTICLE II - DURATION OF AGREEMENT**

A. This Agreement shall be effective July 1, 2013, and terminate June 30, 2016, provided that no successor Agreement has been adopted by that time, the terms of this Agreement shall remain in force until a new Agreement is ratified.

1. Upon ratification, any and all benefits of the new agreement will be instituted retroactively to the date the agreement became effective.

B. This Agreement may be amended by mutual consent through an instrument in writing duly executed by both parties. Any amendment made thereto shall be binding on both parties from its agreed effective date.

## **ARTICLE III - RECOGNITION**

A. The Board hereby recognizes the Greenwich Township Education Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all certified full-time teachers, nurses, librarians, and child-study team members and all full-time custodial, maintenance, secretarial/clerical personnel, and classroom aides employed by the Board but excluding: Supervisory personnel; confidential employees, including secretary to the Superintendent and personnel working directly in the Business Office; and substitute, part-time hourly and/or summer employees.

1. The Board agrees not to negotiate concerning said employees in the negotiating unit with any organization other than the Association for the duration of this Agreement.
2. The rights and privileges of the Association and its representatives as set forth in the agreement shall be granted to the Association as the exclusive representative of the teachers, and to no other comparable teacher organization.

B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiations unit as above defined. Unless otherwise indicated, the term "employee(s)" when used hereafter in this Agreement, shall refer to all teachers

and Support Staff employees represented by the Association in the negotiations unit, as above defined. All references to employee include male and female employees.

- C. The Association shall file with the Board a list of its members in order to be recognized as the majority representative.
- D. The provisions of the Agreement shall be applied to all employees covered by it without discrimination according to New Jersey Law, but not limited to on account of age, sex, race, color, creed, sexual orientation or national origin.

#### **ARTICLE IV- NEGOTIATIONS**

- A. Such negotiations shall begin no later than 120 calendar days prior to budget submission date as set by PERC of the calendar year preceding the calendar year in which this agreement expires. Any agreement negotiated shall apply to the unit defined in Article I.
- B. Both the Association and the Board retain the right to approve or reject any tentative agreement reached by their respective committees. Any such tentative agreements in part or whole, reached by their committees are binding only after being reduced to writing, ratified by the Association, adopted by the Board and signed by representatives of the Association and the Board.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. All negotiations sessions between the Association and the Board shall be held at times other than the normal school day.
- E. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. The Board shall make available to the Association for inspection during the normal business day all data and information of the Greenwich Township School District that is available to the public.

#### **ARTICLE V - ASSOCIATION RIGHTS**

- A. The Board agrees to furnish to the Association in response to requests from time to time reasonable information which may be necessary for the Association to process any grievance or complaint.
- B. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at reasonable

times, provided that this shall not interfere with or interrupt normal school operation. Permission of the Superintendent or his designee shall be required. Such permission shall not be withheld unreasonably.

- C. The Association and its representative shall have the right to use school buildings at reasonable hours for meetings. Permission of the Superintendent or his designee shall be required. Such permission shall not be withheld unreasonably.
  1. An Association representative may speak to the employees at any faculty meeting for a reasonable time upon the request of the representative. The Principal shall place the representative's request at the end of his agenda.
  2. Whenever possible, the notice of, and agenda for, any meeting shall be given to the employees involved at least one (1) day prior to the meeting. Employees shall have the opportunity to suggest items for the agenda, which are due in Principal's office one (1) week in advance of said meeting.
  3. Exceptions to the provisions of sections C. 1 and C.2 above may be made in cases of extreme emergency, as determined by the administration.
- D. The Association shall have access to use school facilities and equipment at reasonable times, and when such equipment is not otherwise in use. No equipment shall be removed from school property without approval by the Superintendent, building Principal, or designee. The Association will pay for any damage incurred, loss or theft of borrowed property. Permission of the building Principal or his designee shall be required. Such permission shall not be withheld unreasonably.
- E. Representation Fee
  1. If an employee does not become a member of the Association during any membership year which is covered in whole or part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employees per capita cost of services rendered by the Association as majority representative for the purpose of this provision, employee means all members included in the bargaining unit who are receiving benefits.
  2. Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of regular membership dues, initiations fees, and assessments charged by the Association to its members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law. The Board assumes no responsibility for said enforcement of the completed list.
  3. Deduction and transmission of fee.

a. Notification

The Association will submit to the Board a list of those employees in the bargaining unit who have not become members of the Association for the current membership year. The Board will deduct the full amount of the representation fee. Not to exceed, (85%) of the membership dues as certified by the secretary of the Association from the salaries of such employees and promptly will transmit the amount so deducted to the Association upon receipt of an appropriate written authorization of the employee involved.

b. Payroll Deductions

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks of the employees on the aforesaid list during the remainder of the membership year in question. The deduction will begin with the first paycheck paid within 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continues in the employ of the Board in a non-bargaining unit position or was on lay-off, in which event the deductions will begin with the first paycheck paid 15 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

4. Termination of Employment

- a. If an employee who is required to pay a representation fee terminates his or her employment with the Board during the year, the Board will deduct the unpaid portion from the last paycheck to said employee during the membership year in question.

5. Mechanics

- a. The mechanics of the deduction of representation fee and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular dues in the Association.

6. Changes

- a. The Association will notify the Board in writing of any changes in the aforesaid list and/or the amount of the representation fee, and such charges will be reflected in and deductions made no more than 30 days after the Board received said notice for professional staff and no more than 10 days for support staff.

- b. The Association shall indemnify and save the Board of Education harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this article or in reliance on any list, notice or assignment furnished under this article.

#### 7. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any changes in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

### ARTICLE VI - MANAGEMENT RIGHTS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and according to provisions of state law, retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations:

1. Direct employees of the school district.
- (2.) To hire, promote, transfer, assign, and retain employees in positions within the school district, and to suspend, demote, discharge, or take other disciplinary action against employees.
3. To abolish any such positions for reasons of (a) economy; (b) efficiency; (c) reduction in the number of pupils; (d) change in administrative or supervisory organization of the district; (e) lack of work; (f) for other good cause.
- (4.) To maintain the efficiency of the school district operations entrusted to them.
5. To determine the means by which such operations are to be conducted.
6. To take whatever actions may be necessary to carry out the mission of the school district in situations or emergency. The rights of the Board shall include, but not be limited to, the provisions set forth in this paragraph.

- B. It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

- C. Any criticism of Administration or the Board shall be made in confidence and not in the presence of students, parents, teachers, or at school functions.

## ARTICLE VII - EMPLOYEE RIGHTS

A. The Board and Association agree that employees have the right to freely organize, join, and support the Association, its activities, and affiliates for the purpose of engaging in collective negotiations, or to refrain from such activities. The Board further agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of these rights.

B. No employee shall be disciplined, reprimanded, reduced in rank, or deprived of monetary compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public by either party until formal action is taken by the Board and shall be subject to the grievance procedure herein set forth. This shall not apply to the non-reemployment of a non-tenure teacher or employee.

(C) Whenever any employee is required to appear formally before the Superintendent, the Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

E. When a visitor requests a conference with a teacher or classroom aide to the administration during the school day, the administration shall:

1. Confer with said teacher or classroom aide to assure that both the conference and the timing are appropriate.
2. Provide written permission to the visitor if granting administrative approval.

F. Provision for keeping a "central register" will be made.

G. Any criticism of a teacher and his/her instructional methodology or an employee's job performance shall be made in confidence and not in the presence of students, parents, or at public gatherings, except to the extent such confidence is contrary to law.

- H. Any criticism of a Board Member, Administrator, or Supervisor shall be made in confidence and not in the presence of students, parents, or teachers, or at public gatherings.

## **ARTICLE VIII – EMPLOYMENT**

### **TEACHERS**

- A. Non-tenured teachers shall be notified of his or her contract status in accordance with New Jersey statutes, Title 18A Education 18A:27-10. Non-tenured teachers shall notify the Board of Education of their intention in accordance with New Jersey statutes, Title 18A Education, 18A.-27-12. Tenured teachers shall be notified of salary status for the coming year by April 30 or as modified by State ruling.
- B. Either the employee or the Board may terminate employment providing sixty (60) calendar days notification is given and are in compliance with the appropriate statutes.
- C. Presently employed teachers may apply for vacancies or new positions at any time said positions or vacancies occur.
1. Notices of vacancies and new positions shall be posted on the office bulletin boards and on the district website.
  2. Applications shall be in writing and addressed to the Superintendent, and shall include the following:
    - a. Reasons for desiring the change.
    - b. Capabilities and abilities which may especially qualify the requestor to be reassigned.
    - c. Problems envisioned in leaving present assignment.
    - d. Any other information to assist the Board and administrators to arrive at the best decision possible.
  3. Such applications will be considered at the appropriate times for the positions or vacancies posted.
- D. In the event of any reduction in force, seniority and a record of satisfactory performance evaluation shall be the criteria for determining such reduction. Recall shall be based upon the same seniority and satisfactory performance evaluation.

## **SUPPORT STAFF**

- A. Employees shall be notified of their employment status for the ensuing year by June 1, except classroom aides who shall be notified at the same time as teachers.
- B. Either the employee or the Board may end the employee-employer relationship providing two (2) weeks notification is given and is in compliance with appropriate statutes. However, in the case of a negative criminal history check on a new employee, the BOE may end the relationship immediately.
- C. In the event of any reduction in non-tenured force, seniority and satisfactory performance evaluation shall be the criteria for determining such reduction. Recall shall be based upon the same seniority and satisfactory performance evaluation, i.e., last reduced, first called back.
- D. All new employees except classroom aides shall serve a six (6) month probationary period of employment. If applicable, negotiated increases will be pro-rated after serving the probationary period (increases delayed because of probation are not retroactive).
- E. No new employee shall be hired into the system at a higher rate of pay than someone presently employed and covered by the current contract and salary guide with comparable experience and educational background.

## **ARTICLE IX - WORK YEAR AND TIME REQUIREMENTS**

### **TEACHERS**

- A. The in-school work year of teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall not exceed one hundred eighty-five (185) days.
- B. The teacher's normal workday shall be seven (7) hours, fifteen (15) minutes including duty free lunch. Early dismissal shall be four (4) hours and ten (10) minutes. Sign-in and sign-out times will be set by Board policy. The individual teacher has the responsibility of notifying the Principal's office or designated person, of any deviation from this daily schedule.
- C. Duty-free lunch period
  - 1. Teachers shall have a daily duty-free lunch period of at least 45 minutes.
  - 2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods, but they must indicate their leaving and returning by initialing the faculty "sign-in, sign-out" roster, in the office.

- D. Teachers will have a minimum of two hundred (200) minutes, five (5) forty (40) minute periods of preparation time in an average five-day (Monday to Friday) work week. All elementary and middle school teachers shall be granted preparation time during the time a specialist in the fields of art, music, Spanish / Italian, physical education, computers / technology and library science, is in charge of their class. The Board of Education will therefore make reasonable effort, to the extent possible, to secure specialist substitutes for specialist teachers absent due to sick or personal leave.
1. Prep time shall be devoted to work which is related to one's job responsibilities.
  2. The Board recognizes that part of the above prep time may be used to attend to personal needs consistent with the educational needs of the district.
  3. It is desirable for every teacher to have an uninterrupted preparation period each day. The practice of depriving teachers of preparation periods is undesirable.
    - a. In cases where regular substitute teachers are not available, teachers who volunteer may be used as substitute teachers during their non-teaching time. In the absence of volunteers, a teacher may be assigned to serve as a substitute teacher.
    - b. Teachers may be assigned to attend, including but not limited to, meetings with parents, administrators, C.S.T. members, etc. during this regularly scheduled preparation period.
  4. Volunteers and assigned teachers will credit these periods up to a total of two hundred seventy (270) minutes or equal to the agreed upon work day schedule, which entitles him/her to (1) additional personal business day to be taken before May 31. Such coverage shall be arranged by the Principal and shall be distributed as equitably as possible among teachers.
- E. Teacher participation in field trips or activities which are scheduled to extend beyond the teacher's in-school work day, and overnight or weekend trips, shall be voluntary. It is understood that teacher participation in overnight or weekend trips will be prearranged prior to such a trip being scheduled.
- F. Exceptions to the provisions of Sections B, C, D, and E above may be made in cases of extreme emergency, as determined by the administration.
- G. Teacher participation in reasonable extracurricular activities is expected as part of their professional obligation.
- H. Teachers shall not be required to be in classrooms or have parent conferences on PTA meeting nights, except on scheduled annual Open House. On this day and any other time teachers are required to report back to school in the evening, pupils will have an early dismissal day and teachers may leave upon dismissal of the last bus pupil.

I. Grade Level Chairpersons

1. Each September the administration shall designate teacher representatives to serve as Grade Level Chairpersons. If volunteers cannot be found by June 30 of the previous school year, administration shall designate teacher representatives in early September.
  2. Teachers will be paid \$300.00 to fulfill Grade Level Chairperson responsibilities.
  3. The Grade Level Area Chairperson will meet with his/her teachers (group) at any time on any day, except during instruction time. The purpose of these meetings is for the staff to discuss supply orders, field trips, and other concerns relating to that particular grade level or group.
- J. Final determination of the school calendar resides with the Board. However, in the preparation leading up to final adoption by the Board, the Superintendent will contact the Association for suggestions before the completion of the calendar.
- K. Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty meetings one (1) day each month. Such meeting shall run for no more than sixty (60) minutes each.

**SUPPORT STAFF**

A. The normal work day shall consist of eight (8) consecutive hours which shall be according to Board Policy and shall include the following:

1. A duty-free lunch break for:
  - a. Secretaries/clerical staff - 45 minutes
  - b. Custodial/maintenance staff - 30 minutes
  - c. Classroom aides - 45 minutes
2. Breaks shall be as follows:
  - a. Custodial/maintenance personnel: Two (2) fifteen (15) minute breaks - one in the first half of the work day and one in the second half.
  - b. Secretarial/clerical personnel: One (1) fifteen (15) minute break each working day.
    - (1) The times that such breaks can be taken will be identified for the employee.
    - (2) The breaks may not be combined nor are they to be taken to extend lunch/dinner break.
    - (3) Exceptions may be made by the administration with breaks rescheduled when possible.

3. Secretaries' normal work hours shall begin one half (1/2) hour prior to the start of the school day for the particular school to which he/she is assigned and shall end one half (1/2) hour after the completion of the school day; with the following exceptions:
  - a. On days immediately preceding holidays, the work hours shall be from one half (1/2) hour prior to the start of the school day and shall end immediately following student dismissal. This will include a 45-minute lunch and one (1) 15 minute break.
  - b. On days when school is not in session, (i.e. when students are not in the building) work hours will be six (6) hours, to be determined by the secretaries' direct administrator. A one-half hour lunch is included.
4. Classroom aides' normal working day shall be seven (7) hours and fifteen (15) minutes, including a duty-free lunch of forty-five (45) minutes. Early dismissal days shall be four (4) hours and ten (10) minutes.
  - a. Classroom aides shall follow the regular school calendar of 180 days plus two (2) in-service days. Any inclement weather days which affect the school calendar shall also adjust the work schedule of the classroom aides.
  - b. Classroom aides shall be required to be in attendance at faculty meetings.
5. Custodial/Maintenance employees' work hours will be a continuous eight (8) hours determined by specific needs of each building and assigned by the supervisor. Custodial/Maintenance employees normal work hours shall be:

First shift - 6 am to 2 pm

Second shift - 2 pm to 10 pm

Third shift - optional shift hours shall be offered on a voluntary basis and listed on a job posting.

- B. A work week will normally be from Monday through Friday including holidays, vacations, personal days, etc.

## ARTICLE X – EVALUATION

### TEACHER

#### A. Observations and Evaluations

1. As in the past, all monitoring or observation of the work performance of a teacher shall be conducted openly, and with full knowledge of the teacher. The use of eavesdropping, public

address, video cameras, audio systems, and similar surveillance devices shall be strictly prohibited.

2. Except in cases of extreme emergency, a teacher shall be given a copy of any evaluation report prepared by his evaluator within ten (10) days after the evaluation and at least two (2) days before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. The teacher shall be required to sign the report indicating that they have read it.
3. Each teaching staff member will be familiar with the current evaluation criteria for his or her position annually.
4. Teacher evaluations shall be in accordance with the regulations of the Department of Education

B. Complaints regarding a teacher

1. Those complaints regarding a teacher made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating a teacher shall be promptly investigated. The teacher shall be given an opportunity to respond to and/or rebut those complaints, which as a result of the investigation shall become part of his/her file.
  2. The teacher shall acknowledge that he/she has had the opportunity to review such materials by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material within 30 calendar days and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
- C. All documents shall be filed, with or without signature, and such action shall be so indicated by the supervisor. Each document shall have this statement at the bottom "Teacher's signature indicates receipt and review of the document but not necessarily approval or disapproval." The Association shall be informed if any employee described in the unit in Article I refuses to sign the document that is being placed in his/her file.
- D. Any question or evaluative criticism by a supervisor, administrator, or Board member of a teacher and his/her instructional methods shall be made in confidence.
- E. Members shall encourage the initiation of ideas and suggestions for projects by individual teachers, grade levels, Association committees, administrators, Board members, students, parents, or any combination of these.

## **SUPPORT STAFF**

- A. Each employee shall be formally evaluated at least once each year using the appropriate instrument.
- B. An evaluation conference between the employee and the evaluator must be held after a formal evaluation.
- C. At the completion of the evaluation conference, the employee must sign his/her evaluation report. Such signature shall indicate only that the material has been reviewed.
- D. Within thirty (30) calendar days of the evaluation conference, the employee may attach a written comment to the evaluation report. Such comment (s) shall become part of the employee's permanent file only if requested by the employee.
- E. An evaluation report may be submitted to the central office, placed in the employee's file or otherwise acted upon only after the employee has had the opportunity to attach his written comments (s) or indicated in writing that no comments (s) will be made.

## **ARTICLE XI - LEAVES**

### **A. Sick Leave**

- 1. Twelve (12) days sick leave with pay shall be granted for each school year two of which may be used for family illness days.
- 2. Unused sick leave shall be cumulative.
- 3. Teachers who begin employment in the district after school begins in September shall receive one (1) day for every month remaining in the school year. If a teacher begins after the 15<sup>th</sup> of any month, they will not receive the day for that month.
- 4. Support Staff who begin employment in the district after the start of the fiscal year (July 1) shall receive one (1) day for every month remaining in the fiscal year, including one (1) day for the month in which employment begins.
- 5. Each employee shall be apprised of the number of accumulated sick days by October 1, tabulated as of September, including the current year.
- 6. For teachers, when absence exceeds the annual and accumulated sick leaves, the Board may pay any such person each day's salary less the cost of a replacement (either real or estimated, if a replacement is not employed) for a period of thirty (30) days or balance of the teacher contract year, whichever occurs first. Such payment shall be determined by the Board on a case-by-case basis. A day's salary is 1/200 of the annual salary.

7. For support staff, when absence exceeds the annual and accumulated sick leaves, the Board may pay any such person each day's salary less the cost of a replacement for a period not to exceed (30) days. Such payment shall be determined by the Board on a case-by-case basis. A day's salary is 1/182 of the annual salary for classroom aides, 1/240 of the annual salary for secretaries and 1/260 of the annual salary for custodians.
8. Whenever an employee is absent from his post of duty as a result of personal injury caused by an accident arising out of and in the course of his/her employment, the Board shall pay to such employee the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 18A:30-3.
9. Any member of the staff excluded from work because of contact with a medically quarantined disease or sickness in the school system will not have any accumulated sick days deducted (not to exceed sixty [60] days).

B. Personal Leave

1. Each employee shall be granted no more than three (3) days of personal leave of absence with pay.
2. Personal leave days are to be utilized for personal business that cannot be conducted outside the normal work day.
3. Employees who begin employment in the district after the start of the fiscal year (July 1) shall have their personal days pro-rated as follows:
  - a. Three (3) days for those hired between July 1 and October 31.
  - b. Two (2) days for those hired between November 1 and February 29; and
  - c. One (1) day for those hired between March 1 and the end of the fiscal year (June 30).
4. Procedure
  - a. An application form for personal leave must be submitted to the Superintendent for approval through the normal chain of command beginning with the Principal at least four (4) calendar days in advance.
  - b. In cases of extreme emergency, requests may be granted immediately by the Principal. In the latter case the application form shall be submitted through the normal chain of command within two (2) days after the teacher's return to work in order to be paid.
4. The unused second and third days of personal leave are accrueable to a maximum of twenty-three (23) days and may be used, with reason provided and Board approval, for the following purposes:

- a. Extensions of sick leave after annual and accumulated sick leave is exhausted.
  - b. Personal business that cannot be conducted outside the normal work day, after annual personal days are exhausted.
5. Each employee shall be apprised of the number of accumulated personal leave days by October 1, tabulated as of September, excluding the current year.

C. Professional Leave

1. Every teacher may apply for permission to visit other schools, attend seminars, and observe other educational programs. These days shall be designated as professional leave; must be requested one (1) week in advance of the monthly Board of Education meeting and must be approved by the Superintendent.
2. Attendance is voluntary and no teacher shall be forced to attend seminars or other events outside of the district unless stipulated in the employee's Professional Development Plan. All approved in-service programs and workshops shall be eligible toward the fulfillment of the state mandated one hundred (100) hours professional development. Participants will receive hour for hour credit.

D. Death Leave

1. Up to five (5) calendar days shall be granted for a death in the immediate family. This would include mother, father, sister, brother, mother and father-in-law, wife, husband, domestic partner and civil union partner, children, brother and sister-in-law, grandparents and grandchildren. One (1) day for any other member of the family shall be granted. These days must be taken consecutively and concurrently with funeral activities except with special permission from the Superintendent for situations such as military, religious, or extraordinary travel.

E. Good Cause

1. Other leaves of absence without pay may be granted at the discretion of the Board.

F. Sabbatical Leave

1. Sabbatical leave shall be used for the purpose of graduate study in or sponsored by a recognized college or university granting graduate credit but may not be utilized to engage in employment in other institutions or agencies.
2. Only full-time, certificated personnel who have completed a minimum of ten (10) years continuous service in Greenwich Township are eligible.
3. Not more than two (2) staff members will be eligible during one school year.

4. Persons interested in applying should submit their applications to the Superintendent before the budget preparation for the coming year (November). The request must be accompanied by a written statement giving the purpose of the leave, plan of activity to be pursued, the length of time involved, and the anticipated value of the experience to the individual and to the school system.
5. Applications must be approved by the Superintendent and the Board.
6. The term of sabbatical leave shall coincide with the fiscal school year (July 1 - June 30) and shall normally be for a full year. Half (1/2) year leaves may be granted, however, providing adequate provision can be made for filling the half (1/2) year vacancy.
7. Participants shall be awarded half (1/2) pay for a full year's leave, or three-quarters (3/4) pay for a half (1/2) year's leave.
8. Participants are free to accept governmental and private grants to supplement their salaries; however, the total income shall not exceed the participant's salary as a member of the staff.
9. All awards under the Sabbatical Leave Program are contingent upon the participant remaining a member of the staff of the Greenwich Township Schools for a minimum of two (2) full years following his return from Sabbatical Leave or refunding of stipend received.
10. The Sabbatical Leave shall not be computed as equivalent to teaching experience in determining future salary status. (Also, these persons are excluded from the benefits of sick leave as defined in 18A:30-2 and 18A:30-3.)
11. Upon return from leave the participant will present a report to the Board on the results of his period of study.

#### G. Child Rearing Leave

1. A tenured teacher or support staff employee anticipating the birth of his/her child may apply for and will be granted an unpaid leave of absence subject to the following:
  - a. He/she provides medical certification of the anticipated date of birth.
  - b. He/she applies in writing for such leave no less than sixty (60) days prior to the commencement of leave.
  - c. He/she continues such leave until the beginning of the next academic marking period unless mutually agreed upon by administration and staff member.
  - d. Such employee may apply also for an additional one (1) year leave and such leave shall be granted. Application for such extension must be made no later than April 1 of the prior school year.
  - e. Child rearing leave shall not exceed a maximum of two (2) academic years.

- f. Benefits to which a tenured teacher or support staff employee is entitled at the time of commencement of child rearing leave shall be frozen until return from such leave.
- g. Any employee may apply for and will be granted this leave in the case of adoption by the employee of a child under the same terms as specified herein. The actual date of adoption will be given to the administration. If notification of the adoption arises not allowing the staff member to meet the 60 days notification that time line will be waived.
- h. An employee on such leave may apply for reinstatement during this leave and shall be reinstated provided that a suitable vacancy exists and the administration considers appropriate. However, the decision of whether to grant the request to reinstate shall be within the sole discretion of the administration.
- i. A teacher on such leave may apply for placement on the substitute teaching list at the substitute per diem rate.
- j. **Use of Sick Days**
  - 1. A unit employee in a child rearing situation will be able to use her accumulated sick leave (with an assumption of 20 work days before, and 20 work days after childbirth; the actual period of valid use of accumulated sick leave may be longer depending upon the circumstances).
  - 2. After a. above, up to 12 weeks of additional paid insurance coverage (less the State-mandated employee premium share) during the period of unpaid child rearing leave.
  - 3. If an employee is on leave under the terms of b. Above and Board paid insurance coverage under Federal or State law would end in any month before June 30<sup>th</sup>, Board paid insurance (less the State-mandated employee premium share) will recommence for the months of July and August if the employee has signed a letter indicating an intent to return to work on September 1. If said employee fails to return to work on September 1, she shall reimburse the District for its cost of the July/August insurance.

#### H. New Jersey Family Leave Act

- 1. Leave of absences shall be provided in accordance with the requirements of applicable law, including the Family Medical Leave Act ("FMLA") and/or the New Jersey Family Leave Act ("NJFLA"). In no event shall leave time exceed the time allowed by the FMLA and/or the NJFLA.

### **ARTICLE XII - SALARIES, REIMBURSEMENTS AND BENEFITS**

A. Base Salaries: Three (3) year contract. There will be a 2.18% increase in the first year, a 2.50% increase in the second year and a 2.80% increase in the third year.

- 1. Starting bachelor's salary (see attachment A).
- 2. Salary increases (see attachment A & B).

3. Permanent teacher increases in salary for longevity in the district shall be based upon the completed years' service in the district on the first day of school in September according to the following schedule:

Number of years' service:

|    |                        |       |
|----|------------------------|-------|
| a. | Ten (10) years         | \$400 |
| b. | Fifteen (15) years     | \$400 |
| c. | Twenty (20) years      | \$500 |
| d. | Twenty-five (25) years | \$500 |
| e. | Thirty (30) years      | \$500 |
| f. | Thirty-five (35) years | \$500 |

4. After seven (7) completed years in the district, a classroom aide will receive an increase of two dollars (\$2.00) per day. After eleven (11) years in the district, a classroom aide will receive an increase of three dollars (\$3.00) per day.

5. Upon submission of proof from the officers of an accredited institution of completion of one of the following increases in graduate education credits, a permanent increase in salary will be made according to the salary guide:

|    | From      | To       |
|----|-----------|----------|
| a. | B.A.      | B.A.+ 15 |
| b. | B.A.+ 15  | B.A.+ 30 |
| c. | B.A. + 30 | M.A.     |
| d. | M.A.      | MA+ 15   |
| e. | M.A.+ 15  | M.A.+ 30 |
| f. | M.A. + 30 | Ph.D.    |

6. No new employee shall be hired into the system at a higher rate of pay than someone presently employed and covered by the current contract with comparable experience and educational background.

a. Teachers with previous teaching experience in the Greenwich Township School District shall receive, upon returning to the system, full credit for all outside teaching experience, military experience or alternative civilian service required by the Selective Service

system. Peace Corps, VISTA or National Teacher Training Corps, work and time spent on a Fulbright Scholarship. Such teachers who have not been engaged in other teaching or the other activities indicated above, shall upon returning to the system be given credit for an additional full year, provided that in their last year in Greenwich Township Schools they served more than ninety (90) teaching days.

- b. Classroom aides beginning salary shall always be larger than the districts daily substitute rate of pay.

B. Other salaries or wages that do not become part of the teacher's or classroom aide's base salary.

1. Teacher tutoring/homebound or after school activity approved by the Board shall be paid at the rate of \$ 30.00 per hour.
2. Classroom aides will be paid at one-half (1/2) of teacher's after school hourly rate for any after school activity approved by the Board. The same rate will apply to extended school year programs with the exception of Special Grant Programs that provide funding for salaries unless funding is less than the contractual rate.
3. Any other remuneration paid for services rendered.
4. Mentor Teacher/Provisional Teacher
  - a. Salaries and Compensations: A teacher serving as a mentor shall be paid \$ 600 for each year prorated based on time served as mentor. This amount will be paid to the mentor by the teacher being mentored and shall not be added to the base salary.
  - b. Vacancies: All vacancies for mentoring positions shall be posted as the district is aware of its needs. The posting shall include the qualifications for the position. No employee shall be assigned to serve as a mentor if there are qualified volunteers available. If an employee is involuntarily assigned to a mentoring position, he/she shall not be involuntarily assigned again until all other qualified employees have been assigned.
  - c. No teacher shall serve as a mentor to more than one (1) provisional teacher at a time.
  - d. Professional Development: The Board of Education shall provide training for all teachers who serve as mentors before the start of their assignment. Whenever possible, such training shall be scheduled for hours the teacher is required to work. If the training is scheduled for other hours, the teacher shall be compensated at the rate of \$25.00 per hour. The district shall pay all costs connected with the training, including travel to any out-of-district training site.

### C. Reimbursements

1. The Board shall reimburse eligible employees for tuition expenses paid to accredited schools, colleges and universities, for pre-approved courses, for a maximum of \$3,000 per employee per fiscal year. Such courses must be related to the employee's area of specialization or district need as determined and pre-approved by the Superintendent. To be eligible for tuition reimbursement under this policy an employee must:
  - Be a full-time employee;
  - Have completed a year of service prior to beginning of the course;
  - Receive a grade of "B" or better in the course; and
  - Be on the payroll when the course is completed.

The Board will not reimburse employees for courses in which the employee can receive a grade of only "Pass" or "Fail" unless no other grade option is available for the course.

Payment shall be made following receipt of proof of payment and the successful completion of the course to the Superintendent. Books paid for under this article shall become the property of the Board upon purchase and shall be placed in the professional library of the District upon completion of each course.

All employees receiving reimbursement under this program are obligated to remain in the employment of the District for a period of two (2) years from the completion date of the course or to repay the District for each month short of the full year that the employee leaves the employ of the District, calculated on a pro-rated basis as described in the tuition reimbursement agreement that is to be signed by each applicant. Tuition reimbursement agreement attached as Appendix D.

2. Travel reimbursement for use of personal vehicles for authorized school business shall be made at the approved New Jersey Department of Education rate. If no rate is identified by the New Jersey Department of Education, travel reimbursement will be at the prevailing IRS rate and Board policy.

### D. Overtime Pay Determination

1. Overtime shall be defined as work done or time spent in excess of the normal work day to complete a task or perform some function as directed and/or approved by the appropriate administrator.
2. Overtime hours shall be compensated at one and a half (1-1/2) times the regular hourly rate in excess of forty (40) hours.

- a. An employee's hourly rate shall be calculated by dividing an individual's annual base salary by the following:

2080 hours for custodians / maintenance; 1920 hours for secretaries

- b. Base salary is annual salary exclusive of all additional remuneration/reimbursements such as overtime pay, summer premium pay, uniform, and travel reimbursement, etc.

3. Overtime pay rate

- a. Overtime hours shall be compensated at two times the hourly rate for hours worked on holidays. Paid holidays shall count in the calculation of overtime. Holidays shall be defined in Article XIV, Section A, Paragraph 1.
- b. Compensation of two (2) hours at one and a half (1 -1/2) times the hourly rate will be paid when an employee is "called in" before/after normal work hours. "Call-in" shall be defined as non-scheduled work by supervisor or administrator. This also includes response to fire, burglar or boiler alarms and snow removal. Employees will be expected to complete their normal eight hour shift.
- c. If an employee is scheduled or called in to work on a legal holiday as defined in Article XIV, Section A, Paragraph 1, employee will be paid regular holiday rate as defined in Article XII, section 3a, times two (2) times the actual hours worked.

E. Substitute teacher calling

If a person is required to call substitutes, presently employed secretaries may apply for the position.

F. Uniforms

1. All custodial and maintenance personnel shall wear the following:
  - a. Dark blue pants with light/dark blue shirts or pocket T-shirts (long or short sleeves).
  - b. Safety toed shoes. Exceptions to this require a doctor's directive that the wearing of safety toed shoes is harmful to the health of the individual, and must be approved by the administration.
  - c. Such other protective devices (safety glasses, gloves, knee pads, etc.) as situations warrant.
  - d. Back support belts, which will be supplied by the Board of education, must be worn by all employees.
2. The Board will provide five (5) sets of uniforms to each full time custodian/maintenance person for identification and safety purposes per year. Such uniforms, safety toed shoes and back support belts must be worn in performance of their duties and failure to wear

uniforms, safety toed shoes and back support belts will result in person being sent home without pay for a day. Employee may designate shirt type (long/short sleeve.) Uniforms are not mandatory in summer when school is not in session. Replacements will be provided as needed.

- a. The Board will reimburse up to a maximum of \$120.00 per year for shoes, per person; such shall be granted only for steel-toed shoes and shall be granted only upon submission of a receipt. If the cost is below \$120.00, reimbursement will be made for the cost as listed on the submitted receipt.
  - b. The Board shall provide a maximum of \$ 75.00 per year for the repairs and maintenance of uniforms. Reimbursement shall be granted only upon submission of a receipt. If the cost is below \$ 75.00, reimbursement will be made from the cost as listed on the submitted receipt.
  - c. The Board will provide heavy duty raingear and heavy duty thermal jumpsuits for each employee.
3. Uniforms are to be kept clean by the employee. Frayed, excessively worn, or permanently dirtied uniforms, as determined by the supervisor or administration, shall not be permitted.
  4. Uniforms damaged as a result of duties performed for the district, in spite of reasonable employee precautions, shall be replaced by the Board.
  5. Other protective devices (1c. above) shall be provided by the Board at no cost to the employee.

G. New safety protective devices such as gloves and aprons shall be available for secretaries/clerks and classroom aides to be located at machines.

H. In the temporary absence of the immediate supervisor, the Business Administrator, or in his/her absence, an administrator may assign supervisory duties to a custodial employee.

1. Should such assignment be to an employee represented by this Agreement, compensation will be at the supervisory premium rate of \$10.00/day. The acting supervisor shall be responsible for building security, supervision of personnel, and any other duties assigned by an administrator.
2. Such premium compensation shall be over and above any premium compensation already paid but will apply only to hours on the job and will not apply to vacations, personal leave, sick days, holidays, etc.

I. Stipend for Licenses

Stipends under these sections shall be made in equal portions payable on November 30<sup>th</sup> and May 30<sup>th</sup> of each contractual year. Should the employee leave the employment of the District prior to November 30<sup>th</sup> or May 30<sup>th</sup> he/she will forfeit the amount of the stipend.

**1. Asbestos**

The current stipend will be \$300.00 for each year. This compensation is over and above an employee's regular salary and will be paid to an employee who holds a current license or certification in asbestos removal.

**2. Black Seal**

The current stipend will be \$600.00 (2013-2014), \$600.00 (2014-2015), \$600.00 (2015-2016). Half of the stipend will be paid on November 30 and the second half of the stipend will be paid on May 30. If an employee leaves prior to the November 30 or May 30, the stipend will be forfeited. The compensation is over and above an employee's regular salary and will be paid to an employee who holds a current Black Seal License with the following stipulations:

- a. All new employees will be given three (3) opportunities to pass the test. Termination of employment will occur after the third failure.
- b. All existing custodians will be "grand fathered", although existing employees may test.
- c. Must take test during the first six (6) months of employment or first available testing date.

**3. License**

- a. License or certification must be issued by the State of New Jersey.
- b. A copy of the license or certification shall be submitted each contract year and at any time during the year when the license or certificate is either renewed or altered.

**J. Pay Period and Deductions**

1. Teachers employed on a ten (10) month basis shall have the option of being paid their annual salaries in twenty (20) or twenty-four (24) semi-monthly installments. This decision must be sent to the Board Secretary by the end of the preceding school year. The selection of 20 or 24 pays (as opted by the employee) must be locked in for that year, but can be changed for the next year by notifying the Board Secretary at the end of the current year. Deductions as required by law will be deducted during the ten (10) month period.
2. All employees must receive their paychecks through direct deposit. When pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day. If the last working day in June falls before June 15<sup>th</sup>, 10 month employees shall receive their June 15<sup>th</sup> paychecks on the last previous working day and continue to receive their June 30<sup>th</sup> paychecks on June 30<sup>th</sup>.
3. The Board agrees to deduct dues from the earnings of each Association member, when said member has properly authorized such deduction in writing. The Association will indemnify, defend and save harmless the Board against any and all claims, demands, suits, or other forms of

liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board, once these funds have been transferred by the Board to the Association.

**K. Benefits – Employees shall contribute to the cost of health benefits in accordance with the provisions of P.L. 2011 Chapter 78.**

1. The Board agrees to pay for medical insurance coverage provided by a carrier of its choosing for employees and their families, provided that such coverage shall be equal to or better than the School Employees' Health Benefit Plan. The existing level of benefits and coverage purchased by the district from the most recent health care provider will be extended, into and for, the duration of the 2013-16 contract.
  - a. Signed contracts between the Board and the health care carrier shall be attached to this contract as Appendix A.
  - b. All new hires as of July 1, 2013 will receive Single Direct Access 10 or Single Horizon EPO as their base plan and will have the option to pay the difference for any other plan being offered by the Board. At the start of their 3<sup>rd</sup> year, the Board will provide all choice options.
2. The Board shall provide the following plans at its expense:
  - a. Horizon Direct Access copay is \$10.00 for PCP and Specialist. All other components remain the same including copays for prescription and dental.
    1. Prescription Plan - equal to or better than the State Plan with a co-pay of \$ 15.00 (name brand drugs), \$ 10.00 (generic brand) and increased mail order to two times retail (i.e. \$ 30.00 name brand, \$ 20.00 generic). The employee shall be responsible to pay all co-payments.
    2. Signed contracts between the Board and the prescription plan carrier shall be attached to this contract as Appendix B.
  3. Dental Plan HA - Family Coverage

Preventive and Diagnostic

Board 100% Employee 0%

Remaining Basic Care;

Board 70% Employee 30%

All Other (no orthodontic coverage)

Board 50% Employee 50%?

4. Signed contracts between the Board and the dental plan carrier shall be attached to this contract as Appendix C.

b. Horizon Direct Access 10

1. Copay for PCP is \$20 and for specialists is \$20
2. Dental deductible for individual \$25.00; family \$75.00
3. Prescription copay for name brand \$20.00; generic \$15.00

c. Horizon EPO

1. Copay for PCP is \$20 and for specialists is \$40
2. Prescription copay for name brand \$20.00; generic \$15.00
3. Dental deductible for individual \$25.00; family \$75.00

3. Employee Assistance Program will be provided by the Board of Education.

4. The Board will allow retired employees, at the employees cost, to continue to receive dental and prescription benefits at the group rate. Premiums must be paid at least one month in advance by the retired employee.

L. Unused sick leave upon retirement

1. Teachers shall be paid for unused sick leave upon retirement according to the following schedule:

- a. \$35.00 per day for the first fifty (50) days.
- b. \$50.00 per day for days in excess of fifty (50) days.
- c. In order to be eligible for this benefit, teachers shall have:
  - (1) Completed twenty (20) or more years of service in the district.
  - (2) Have at least fifty (50) days of accumulated sick leave.
- d. There shall be a \$7,500.00 maximum payment.

2. Support Staff shall be paid for unused sick leave upon retirement according to the following schedule:

- a. \$20.00 per day for the first fifty (50) days.

- b. \$30.00 per day for days in excess of fifty (50) days.
- c. In order to be eligible for this benefit, Support Staff shall have:
  - (1) Completed twenty (20) or more years of service in the district.
  - (2) Have at least fifty (50) days of accumulated sick leave.
- d. There shall be a \$ 5,000.00 maximum payment.

3. Any employee planning to retire shall notify the Board prior to December 1 of that school year. Any employee who fails to notify the Board prior to December shall be paid for unused sick leave in the following fiscal year. Retraction of the commitment to retire due to illness, personal tragedy, or unusual circumstances will be considered upon request of the employee.

M. Continuing Education Units

The Board of Education will provide the faculty an option of earning continuing education unit credits. Teachers may receive credit on the Salary Guide for successful completion of fifteen (15) CEU's. A continued Education Unit (CEU) is defined as ten (10) contracted hours of participation in a Board approved organized continued education experience under responsible sponsorship, capable direction and qualified instruction.

### ARTICLE XIII - GRIEVANCES

- A. A "grievance" shall mean a claim that there has been misinterpretation, misapplication, or a violation of Board policy, of this agreement, or of an administrative decision affecting terms and conditions of employment. A grievance, to be considered under this procedure, must be initiated within thirty (30) calendar days of the time the employee(s) knew or should know of its occurrence. Within thirty (30) days of this occurrence or knowledge of its occurrence, the employee or his/her association representative shall discuss the matter with the Principal or Immediate Supervisor in an attempt to resolve the matter informally.
- B. A grievance may be initiated by an employee or, if affecting a group of employees, the Association may submit such grievance, in writing to the Principal or Immediate Supervisor, beginning the procedure at Level 1 through all levels thereafter. Resolution of the group grievance must be accepted by every individual in the group and may not be reopened by individuals.
- C. After consultation with the Association, forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee.

D. The grievant shall include on the forms all pertinent information related to the grievance.

1. The nature of the grievance and approximate date of occurrence.
2. The nature and extent of injury, loss or inconvenience.

E. Rights of employees to representation

1. Any aggrieved person must be represented at all stages above the first level of the grievance procedure by a representative selected or approved by the Association.
2. No reprisals of any kind shall be taken against any participant by reason of such participation.

F. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of the grievance procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

G. Grievance Procedure

1. Level 1: Any employee who has a grievance may set forth his grievance in writing to his/her Principal or Immediate Supervisor on the approved grievance form. The principal shall communicate his/her decision to the employee in writing, with reasons, within seven (7) calendar days of receipt of the written grievance.
2. Level 2: The employee, no later than seven (7) calendar days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the Principal as specified above. The Superintendent shall communicate his/her decision, in writing, with reasons, to the employee and to the Principal within seven (7) calendar days of receipt of the written grievance.
3. Level 3: If the grievance is not resolved to the employee's satisfaction, he/she, no later than seven (7) calendar days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request within seven (7) calendar days to the Board. The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a decision in writing, with reasons, within thirty-five (35) calendar days of receipt of the grievance by the Board.
4. No claim by an employee shall constitute a grievable matter beyond level three or be processed beyond level three if it pertains to any of the following:

- a. Any matter for which detailed method of review is prescribed by law.
  - b. Any rules or regulations of the State Commissioner of Education, but not to the violation, misinterpretation, or misapplication of such a rule or regulation.
  - c. Any by-law of the Board pertaining to its internal operation.
  - d. Any matter which according to law is beyond the scope of Board authority.
  - e. A complaint by any support staff employee which arises by reason of not being reemployed.
5. Level 4: If the decision of the Board does not resolve the grievance to the satisfaction of the employee and the employee wishes review by a third party, and if the matter pertains to this agreement between the Board and the Association, he/she shall so notify the Board through the Superintendent within seven (7) calendar days of receipt of the Board's decision. An employee, in order to process his/her grievance beyond level three, must have his/her request for such action accompanied by written recommendation for such action by the Association.

#### H. Arbitration

- 1. Procedure for securing the services of an arbitrator
  - a. Within seven (7) calendar days after the notice to the Board, the Association shall file a request to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list they will request the American Arbitration Association to submit a second roster of names.
  - c. If the parties are unable to determine a mutually satisfactory arbitrator within ten (10) calendar days after receipt of the second roster of names, the American Arbitration Association may be requested by either party to designate an arbitrator.
- 2. Procedure for the arbitrator regarding content and disposition of findings.
  - a. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties.
  - b. The decision of the arbitrator shall be final and binding.

- c. Only the Board and the aggrieved shall be given copies of the arbitrator's report of findings, reasons, and recommendations. This shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

I. Miscellaneous

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure. All meetings and hearings shall not be conducted in public, and shall include only such parties concerned or their designated representative (s) unless required by the Sunshine Legislation of the State of New Jersey.
2. It is understood that teachers shall, during and notwithstanding the pending of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is a maximum and every effort should be made to expedite the process.
4. Costs
  - a. Each party shall bear the total cost incurred by themselves.
  - b. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.

#### ARTICLE XIV - HOLIDAYS

A. Holidays:

Columbus Day, the day after Thanksgiving and Christmas Eve

Legal Holidays:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

- B. Holidays falling on Saturday will be observed the preceding Friday and holidays falling on Sunday will be observed on the following Monday.
- C. There shall be two (2) additional holidays which may float from year to year.
1. They shall be identified no later than March 1 of the preceding fiscal year in which the holidays will be taken.
  2. They are to be designated for days when school is closed for students.
  3. All 12-month personnel shall participate in the selection of these two "floating" days with final approval by the Superintendent.

#### ARTICLE XV - VACATIONS

- A. Employees, except aides, shall receive paid vacations according to the following schedule:

| Year of Service | Number of Vacation Days          |
|-----------------|----------------------------------|
| 1               | 5 days                           |
| 2 to 4          | 10 days                          |
| 5 to 10         | 15 days                          |
| 11              | 16 days                          |
| 12              | 17 days                          |
| 13              | 18 days                          |
| 14              | 19 days                          |
| 15 to 24        | 20 days                          |
| 25 to 29        | 25 days                          |
| 30              | 30 days                          |
| 31 or more      | + 1 day for each additional year |

- B. The number of vacation days is directly related to the amount of service that an employee shall have accrued at any time during the current fiscal year (July 1 - June 30); e.g., if an employee will have completed eleven (11) years of service in November of the current year, he shall be entitled to sixteen (16) days at any time during that year (subject to certain scheduling restrictions).
- C. Schedule of Vacations
1. Custodial/Maintenance Personnel
    - a. Vacations must be requested through the immediate supervisor and approved by an administrator.
    - b. The scheduling of ten (10) vacation days for the contract year (July 1 - June 30) must be submitted to the Supervisor by June 1 of each year.
    - c. Vacations may not be taken the week preceding or following Labor Day. No more than two (2) custodial/maintenance personnel will be permitted to be on vacation at one time. This includes summer and all days that school is not in session. Where a conflict exists, seniority shall be the determining factor. If there are any additional increases in the full time staff, the above number will be adjusted accordingly.
  2. Secretarial/Clerical Personnel
    - a. Vacations may be taken with the approval of the employee's supervising administrator.
    3. All personnel above must take their vacation days no later than December 31 after the year of eligibility. With approval of the Superintendent, this may be extended an additional sixty (60) days if circumstances warrant the extension. No vacation days may be accumulated and carried over beyond this period.
- D. Persons hired between July 1 and November 1 shall be entitled to five (5) days vacation during the remaining days in that fiscal year after they have satisfactorily completed their six (6) months probationary period.
- E. No vacation days may be borrowed from a coming fiscal year.
- F. No secretary will be required to work during winter or spring break, or President's weekend.

#### ARTICLE XVI - MISCELLANEOUS PROVISIONS

- A. The commercial cost of printing this Agreement shall be shared by the parties and a copy of this Agreement shall be presented to all teachers, if possible, on or before the beginning of the school year.
- B. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by rules and regulations or an appropriate administrative agency, such invalidation of such part or provisions

- of this agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.
- C. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision (s) of this Agreement, either party may do so by telegram or registered letter to the following address:

Greenwich Township School District

Nehaunsey Middle School

415 Swedesboro Road

Gibbstown, New Jersey 08027-1199

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, this 31<sup>st</sup> day of October 2013.

GREENWICH TOWNSHIP BOARD EDUCATION

By Roseanne Lombardo

It's President

By D. Bailelli

It's Secretary

GREENWICH TOWNSHIP EDUCATIONS ASSOCIATION, INC.

By Michael Beaton

It's President

By Maureen Jayaw

It's Secretary

| <b>YEAR 1<br/>2013-14</b> | <b>Greenwich</b> |           |              |              |           |              |              | <b>2.18%</b> |
|---------------------------|------------------|-----------|--------------|--------------|-----------|--------------|--------------|--------------|
| <b>Salary Guide</b>       | <b>Step</b>      | <b>BA</b> | <b>BA+15</b> | <b>BA+30</b> | <b>MA</b> | <b>MA+15</b> | <b>MA+30</b> | <b>Doc</b>   |
|                           | 1                | 48,631    | 49,317       | 50,003       | 50,689    | 51,375       | 52,061       | 52,747       |
|                           | 2                | 48,836    | 49,522       | 50,208       | 50,894    | 51,580       | 52,266       | 52,952       |
|                           | 3                | 49,041    | 49,727       | 50,413       | 51,099    | 51,785       | 52,471       | 53,157       |
|                           | 4                | 49,246    | 49,932       | 50,618       | 51,304    | 51,990       | 52,676       | 53,362       |
|                           | 5                | 50,049    | 50,735       | 51,421       | 52,107    | 52,793       | 53,479       | 54,165       |
|                           | 6                | 50,853    | 51,539       | 52,225       | 52,911    | 53,597       | 54,283       | 54,969       |
|                           | 7                | 51,842    | 52,528       | 53,214       | 53,900    | 54,586       | 55,272       | 55,958       |
|                           | 8                | 53,188    | 53,874       | 54,560       | 55,246    | 55,932       | 56,618       | 57,304       |
|                           | 9                | 54,535    | 55,221       | 55,907       | 56,593    | 57,279       | 57,965       | 58,651       |
|                           | 10               | 56,422    | 57,108       | 57,794       | 58,480    | 59,166       | 59,852       | 60,538       |
|                           | 11               | 59,115    | 59,801       | 60,487       | 61,173    | 61,859       | 62,545       | 63,231       |
|                           | 12               | 62,888    | 63,574       | 64,260       | 64,946    | 65,632       | 66,318       | 67,004       |
|                           | 13               | 66,659    | 67,345       | 68,031       | 68,717    | 69,403       | 70,089       | 70,775       |
|                           | 14               | 70,431    | 71,117       | 71,803       | 72,489    | 73,175       | 73,861       | 74,547       |
|                           | 15               | 73,798    | 74,484       | 75,170       | 75,856    | 76,542       | 77,228       | 77,914       |
|                           | 16               | 77,301    | 77,987       | 78,673       | 79,359    | 80,045       | 80,731       | 81,417       |
|                           | 17               | 82,502    | 83,188       | 83,874       | 84,560    | 85,246       | 85,932       | 86,618       |

**YEAR 2****2014-15      Greenwich****2.50%**

| <b>Salary Guide<br/>Step</b> | <b>BA</b> | <b>BA+15</b> | <b>BA+30</b> | <b>MA</b> | <b>MA+15</b> | <b>MA+30</b> | <b>Doc</b> |
|------------------------------|-----------|--------------|--------------|-----------|--------------|--------------|------------|
| 1                            | 49,100    | 49,786       | 50,472       | 51,158    | 51,844       | 52,530       | 53,216     |
| 2                            | 49,200    | 49,886       | 50,572       | 51,258    | 51,944       | 52,630       | 53,316     |
| 3                            | 49,300    | 49,986       | 50,672       | 51,358    | 52,044       | 52,730       | 53,416     |
| 4                            | 49,400    | 50,086       | 50,772       | 51,458    | 52,144       | 52,830       | 53,516     |
| 5                            | 50,150    | 50,836       | 51,522       | 52,208    | 52,894       | 53,580       | 54,266     |
| 6                            | 50,900    | 51,586       | 52,272       | 52,958    | 53,644       | 54,330       | 55,016     |
| 7                            | 51,900    | 52,586       | 53,272       | 53,958    | 54,644       | 55,330       | 56,016     |
| 8                            | 53,200    | 53,886       | 54,572       | 55,258    | 55,944       | 56,630       | 57,316     |
| 9                            | 55,000    | 55,686       | 56,372       | 57,058    | 57,744       | 58,430       | 59,116     |
| 10                           | 57,000    | 57,686       | 58,372       | 59,058    | 59,744       | 60,430       | 61,116     |
| 11                           | 59,500    | 60,186       | 60,872       | 61,558    | 62,244       | 62,930       | 63,616     |
| 12                           | 62,000    | 62,686       | 63,372       | 64,058    | 64,744       | 65,430       | 66,116     |
| 13                           | 65,000    | 65,686       | 66,372       | 67,058    | 67,744       | 68,430       | 69,116     |
| 14                           | 69,000    | 69,686       | 70,372       | 71,058    | 71,744       | 72,430       | 73,116     |
| 15                           | 73,000    | 73,686       | 74,372       | 75,058    | 75,744       | 76,430       | 77,116     |
| 16                           | 77,500    | 78,186       | 78,872       | 79,558    | 80,244       | 80,930       | 81,616     |
| 17                           | 83,260    | 83,946       | 84,632       | 85,318    | 86,004       | 86,690       | 87,376     |

**Year 3**  
**2015-16      Greenwich**      **2.8%**

| <b>Salary Guide<br/>Step</b> | <b>BA</b> | <b>BA+15</b> | <b>BA+30</b> | <b>MA</b> | <b>MA+15</b> | <b>MA+30</b> | <b>Doc</b> |
|------------------------------|-----------|--------------|--------------|-----------|--------------|--------------|------------|
| 1                            | 49,700    | 50,386       | 51,072       | 51,758    | 52,444       | 53,130       | 53,816     |
| 2                            | 49,800    | 50,486       | 51,172       | 51,858    | 52,544       | 53,230       | 53,916     |
| 3                            | 49,900    | 50,586       | 51,272       | 51,958    | 52,644       | 53,330       | 54,016     |
| 4                            | 50,000    | 50,686       | 51,372       | 52,058    | 52,744       | 53,430       | 54,116     |
| 5                            | 50,150    | 50,836       | 51,522       | 52,208    | 52,894       | 53,580       | 54,266     |
| 6                            | 50,900    | 51,586       | 52,272       | 52,958    | 53,644       | 54,330       | 55,016     |
| 7                            | 51,900    | 52,586       | 53,272       | 53,958    | 54,644       | 55,330       | 56,016     |
| 8                            | 53,200    | 53,886       | 54,572       | 55,258    | 55,944       | 56,630       | 57,316     |
| 9                            | 55,000    | 55,686       | 56,372       | 57,058    | 57,744       | 58,430       | 59,116     |
| 10                           | 57,000    | 57,686       | 58,372       | 59,058    | 59,744       | 60,430       | 61,116     |
| 11                           | 59,500    | 60,186       | 60,872       | 61,558    | 62,244       | 62,930       | 63,616     |
| 12                           | 62,000    | 62,686       | 63,372       | 64,058    | 64,744       | 65,430       | 66,116     |
| 13                           | 65,000    | 65,686       | 66,372       | 67,058    | 67,744       | 68,430       | 69,116     |
| 14                           | 69,000    | 69,686       | 70,372       | 71,058    | 71,744       | 72,430       | 73,116     |
| 15                           | 73,000    | 73,686       | 74,372       | 75,058    | 75,744       | 76,430       | 77,116     |
| 16                           | 77,500    | 78,186       | 78,872       | 79,558    | 80,244       | 80,930       | 81,616     |
| 17                           | 83,870    | 84,556       | 85,242       | 85,928    | 86,614       | 87,300       | 87,986     |

**YEAR 1**2013-14    *Support*

| <b>Salary Guide</b> |             |             |                   |              | <b>2.18%</b> |
|---------------------|-------------|-------------|-------------------|--------------|--------------|
| <b>Step</b>         | <b>Sect</b> | <b>Cust</b> | <b>Cust/Maint</b> | <b>Aldes</b> |              |
| 1                   | 34,420      | 26,333      | 37,618            | 28,645       |              |
| 2                   | 34,920      | 27,101      | 38,715            | 28,645       |              |
| 3                   | 35,420      | 27,625      | 39,464            | 28,645       |              |
| 4                   | 35,920      | 28,150      | 40,214            | 28,645       |              |
| 5                   | 36,420      | 28,675      | 40,964            | 28,645       |              |
| 6                   | 37,443      | 29,199      | 41,713            | 28,645       |              |
| 7                   | 37,443      | 29,724      | 42,463            | 28,645       |              |
| 8                   | 37,443      | 30,249      | 43,213            | 28,645       |              |
| 9                   | 37,443      | 30,774      | 43,963            | 28,645       |              |
| 10                  | 37,443      | 31,299      | 44,713            | 28,645       |              |
| 11                  | 37,443      | 31,824      | 45,463            | 28,645       |              |
| 12                  | 37,443      | 32,349      | 46,213            | 28,645       |              |
| 13                  | 37,443      | 32,873      | 46,962            | 28,645       |              |
| 14                  | 37,443      | 33,398      | 47,712            | 28,645       |              |
| 15                  | 37,443      | 33,924      | 48,463            | 28,645       |              |
| 16                  | 37,443      | 34,448      | 49,212            | 28,645       |              |
| 17                  | 37,443      | 34,973      | 49,962            | 28,645       |              |
| 18                  | 37,443      | 35,498      | 50,712            | 28,645       |              |
| 19                  | 37,443      | 36,917      | 52,738            | 28,645       |              |

YEAR 2

**2014-15      Support**      **2.50%**

| Salary Guide |        |        |            |        |
|--------------|--------|--------|------------|--------|
| Step         | Sect   | Cust   | Cust/Maint | Aldes  |
| 1            | 34,817 | 26,611 | 38,015     | 29,361 |
| 2            | 35,317 | 27,378 | 39,112     | 29,361 |
| 3            | 35,817 | 27,903 | 39,861     | 29,361 |
| 4            | 36,317 | 28,428 | 40,611     | 29,361 |
| 5            | 36,817 | 28,953 | 41,361     | 29,361 |
| 6            | 37,840 | 29,477 | 42,110     | 29,361 |
| 7            | 37,840 | 30,002 | 42,860     | 29,361 |
| 8            | 37,840 | 30,527 | 43,610     | 29,361 |
| 9            | 37,840 | 31,052 | 44,360     | 29,361 |
| 10           | 37,840 | 31,577 | 45,110     | 29,361 |
| 11           | 37,840 | 32,102 | 45,860     | 29,361 |
| 12           | 37,840 | 32,627 | 46,610     | 29,361 |
| 13           | 37,840 | 33,151 | 47,359     | 29,361 |
| 14           | 37,840 | 33,676 | 48,109     | 29,361 |
| 15           | 37,840 | 34,202 | 48,860     | 29,361 |
| 16           | 37,840 | 34,726 | 49,609     | 29,361 |
| 17           | 37,840 | 35,251 | 50,359     | 29,361 |
| 18           | 37,840 | 35,776 | 51,109     | 29,361 |
| 19           | 37,840 | 37,195 | 53,135     | 29,361 |

**YEAR 3**  
**2015-16      Support**

| <b>Salary Guide</b> | <b>Step</b> | <b>Sect</b>   | <b>Cust</b>   | <b>Cust/Maint</b> | <b>Aides</b>  | <b>2.80%</b> |
|---------------------|-------------|---------------|---------------|-------------------|---------------|--------------|
|                     | <b>1</b>    | <b>36,583</b> | <b>27,724</b> | <b>39,605</b>     | <b>30,183</b> |              |
|                     | <b>2</b>    | <b>37,083</b> | <b>28,249</b> | <b>40,355</b>     | <b>30,183</b> |              |
|                     | <b>3</b>    | <b>37,583</b> | <b>28,773</b> | <b>41,104</b>     | <b>30,183</b> |              |
|                     | <b>4</b>    | <b>38,083</b> | <b>29,298</b> | <b>41,854</b>     | <b>30,183</b> |              |
|                     | <b>5</b>    | <b>38,583</b> | <b>29,823</b> | <b>42,604</b>     | <b>30,183</b> |              |
|                     | <b>6</b>    | <b>39,083</b> | <b>30,347</b> | <b>43,353</b>     | <b>30,183</b> |              |
|                     | <b>7</b>    | <b>39,083</b> | <b>30,872</b> | <b>44,103</b>     | <b>30,183</b> |              |
|                     | <b>8</b>    | <b>39,083</b> | <b>31,397</b> | <b>44,853</b>     | <b>30,183</b> |              |
|                     | <b>9</b>    | <b>39,083</b> | <b>31,922</b> | <b>45,603</b>     | <b>30,183</b> |              |
|                     | <b>10</b>   | <b>39,083</b> | <b>32,447</b> | <b>46,353</b>     | <b>30,183</b> |              |
|                     | <b>11</b>   | <b>39,083</b> | <b>32,972</b> | <b>47,103</b>     | <b>30,183</b> |              |
|                     | <b>12</b>   | <b>39,083</b> | <b>33,497</b> | <b>47,853</b>     | <b>30,183</b> |              |
|                     | <b>13</b>   | <b>39,083</b> | <b>34,021</b> | <b>48,602</b>     | <b>30,183</b> |              |
|                     | <b>14</b>   | <b>39,083</b> | <b>34,546</b> | <b>49,352</b>     | <b>30,183</b> |              |
|                     | <b>15</b>   | <b>39,083</b> | <b>35,072</b> | <b>50,103</b>     | <b>30,183</b> |              |
|                     | <b>16</b>   | <b>39,083</b> | <b>35,596</b> | <b>50,852</b>     | <b>30,183</b> |              |
|                     | <b>17</b>   | <b>39,083</b> | <b>36,121</b> | <b>51,602</b>     | <b>30,183</b> |              |
|                     | <b>18</b>   | <b>39,083</b> | <b>37,093</b> | <b>52,990</b>     | <b>30,183</b> |              |
|                     | <b>19</b>   | <b>39,083</b> | <b>38,065</b> | <b>54,378</b>     | <b>30,183</b> |              |